

Affidavit of Title

Gregory C. Preston, of full age, being duly sworn according to law deposes and says under oath:

1. **Officers.** I am the Real Estate Contracting Officer for the NAVFAC Base Closure Program Management Office Southeast, hereinafter referred to as the "Government" and sometimes simply "it" or "its". I am a citizen of the United States and at least 18 years old.

2. **Representations.** The statements contained in this Affidavit are true to the best of my knowledge, information and belief.

3. **Authority.** The United States of America, acting through the Secretary of the Navy, is the owner of a portion of the property known as the Naval Station Roosevelt Roads, Puerto Rico, called "this Property." This Property is to be transferred to the Commonwealth of Puerto Rico acting by and through the Local Redevelopment Authority for Naval Station Roosevelt Roads ("LRA") pursuant to, and as described in, that certain Economic Development Conveyance Memorandum of Agreement Between the United States of America acting by and through the Navy and the Local Redevelopment Authority for Naval Station Roosevelt Roads dated December 20, 2011 ("Original Agreement") and Amendment No. 1 to the Original Agreement dated December 11, 2012 (as amended, the "Agreement").

- (i) Government has not granted to any person other than the LRA a right of first refusal, option to purchase, or other right to purchase all or any part of the Property and;
- (ii) Government has full power and authority to execute and deliver the Agreement and to perform all obligations arising thereunder.

This action, and the making of this Affidavit of Title, have been duly authorized by the Navy. A copy of this authorization is attached and made a part of this Affidavit.

4. **Leases and Contracts.** To the best of Government's knowledge there are (i) no leases, letters of intent or other rental occupancy agreements (written or oral) which grant any possessory interest in and to all or any portion of the Property, except for the rights granted to the LRA pursuant to that certain Lease in Furtherance of Conveyance dated January 25, 2012, as amended, and (ii) the Government has made no oral or written commitments or representations, or understandings or agreements with any other governmental authority (including Federal agencies).

5. **Improvements.** All charges for municipal improvements such as sewers, sidewalks, curbs, or similar improvements benefiting this Property have been or will be paid in full as the time of closing.

6. **Claims.** With the exception of a Claim for Equitable Lien filed in the United States District Court, Northern District of Illinois on November 1, 2012 in the amount of \$392,397.91, to the best of Government's knowledge, information and belief, Government has not received any notice of (and is not otherwise aware of) any violations of any legal requirements with respect to the Property. To the best of Government's knowledge, information and belief, there are no claims, causes of action or other litigation or proceedings pending or threatened with respect to the ownership or operation of the

7. **Exceptions.** The following is a complete list of exceptions to any of the above statements. This includes all liens or mortgages which are not being paid as a result of this transaction. NONE


8. **Complete Information.** To the best of Government's knowledge, information and belief, the information included in the Agreement, and the Exhibits thereto and the documents to be delivered to the LRA pursuant to the Agreement or previously delivered to the LRA are true, correct and complete in all material respects, and the same do not omit any material information required to make the submission thereof fair and complete.

9. **Mechanic's Liens.** With the exception of a Claim for Equitable Lien filed in the United States District Court, Northern District of Illinois on November 1, 2012 in the amount of \$392,397.91, to the best of Government's knowledge, information and belief, there is no person to whom a debt is due for labor or materials furnished in the erection, alteration, repair or removal of a building or structure upon the Property by virtue of an agreement with, or by the consent of the Government, or of a person having authority from or rightfully acting for the Government in promising or furnishing such labor or materials for work actually performed during the past 93 days.

IN WITNESS WHEREOF, the undersigned, acting pursuant to the authority vested unto him as Real Estate Contracting Officer for the United States of America, has hereunto executed this Affidavit of Title as of the day and year first written above.

UNITED STATES OF AMERICA

By: Navy BRAC PMO

By: 
Gregory C. Preston
Real Estate Contracting Officer

Affidavit No. 1002 (copy 4)

Acknowledged and subscribed before me by Gregory C. Preston, of legal age, married, public servant and resident of Mount Laurel, New Jersey, in his capacity as Real Estate Contracting Officer of the NAVY BRAC PMO of the Department of the Defense of the United States of America, who I personally know.

In San Juan, Puerto Rico on this 6th day of May, 2013.

